

6. The terms and conditions of the original Agreement, except as amended herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment of the

\_\_\_\_\_ day of \_\_\_\_\_ 2008.

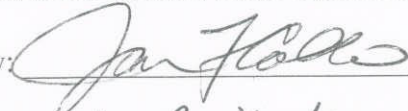
**APPROVED AS TO FORM  
AND LEGALITY:**

  
Contract Administrator  
Assistant County Attorney

**SHELBY COUNTY GOVERNMENT**

\_\_\_\_\_  
A C WHARTON, JR., MAYOR

**KIMLEY-HORN AND ASSOCIATES**

By:   
Title: Vice President

**CORPORATE ACKNOWLEDGMENT**

STATE OF TENNESSEE  
COUNTY OF Shelby

Before me, the undersigned Notary Public, in and for the State and County aforesaid, personally appeared James Collins, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself/herself to be president or other officer authorized by appropriate Corporate action and/or Resolution to execute the preceding instrument of the \_\_\_\_\_  
\_\_\_\_\_ the within named bargainor, a corporation, and that he as such  
\_\_\_\_\_ executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself/herself as vice president

WITNESS my hand and official seal at office this 22 day of May, 2008.

  
Notary Public

My Commission Expires: My Commission Expires 2.0.0000



## **SCOPE OF SERVICES**

The additional services to be provided as part of this supplemental agreement includes providing additional coordination and meetings associated with community and public involvement, additional small group meetings, additional assessment of environmental and transportation needs, additional financial analysis and documentation, assistance with the 2028 Long-Range Transportation Plan (LRTP) Update, additional training in the use of the Travel Demand Model (TDM), addressing review comments on the development of the TDM from the Tennessee Department of Transportation (TDOT) and the Memphis Area Transit Authority (MATA), air quality modeling associated with the Shelby County Schools Bus Retrofit project, providing commuter statistics to the Shelby County Health Department, and the Air Quality Conformity Determination based on the 2030 LRTP. A detailed description of each task follows.

### **Task 2 – Community Involvement and Public Engagement**

KHA will provide additional coordination with the TPAC. It was originally estimated that the TPAC would be a 12 to 15 member group. This work will involve additional coordination for a TPAC group that consists of 33 individuals. KHA will prepare for and attend eight additional Stakeholder interviews to help identify local issues and regional constraints needed to develop recommendations that meet their needs. It will also include summarizing the notes from these meetings in order to capture the needs and concerns of the groups.

KHA will prepare for and attend four additional meetings as part of the public workshops. These additional meetings will be conducted to get better participation from the public by holding the meetings in different geographic areas. The first two additional meetings will be associated with Workshop #1, and will be designed to translate ideas and values into shared and concrete plan goals. The second two additional meetings will be conducted during the evaluation of alternatives stage of the planning process. The additional meetings will require the preparation of additional mapping materials and effort to summarize the results of the group meetings.

### **Task 3 – Public Outreach and Media Campaign**

KHA will conduct 3 additional small group meetings. A PowerPoint presentation will be provided that documents the purpose of the plan, and comments and questions will be solicited from the attendees. KHA will distribute approximately 850 mailings with the newsletter for the first round of public meetings. The distribution list, envelopes, and additional material unrelated to the development of the Long-Range Transportation plan will be provided by the Client for distribution.

### **Task 4 – Assess Existing Conditions and Determine Constraints**

KHA will provide revised mapping of environmental constraints, natural resources, and cultural resources such as floodplains, wetlands, hazardous waste generators, toxic chemical release sites,



superfund sites, air release sites, historic districts, ecological sites, rare species habitat, and limited English proficiency populations based on supplemental information provided by the Client. Based on updated information provided by the Client, KHA will revise the analysis of the traditionally underserved populations impacted by the plan.

**Task 5 – Future Transportation Needs Assessment**

KHA will address additional comments and concerns from members of the MPO's Bicycle and Pedestrian Committee and the attendees of their meetings. KHA will attend a field review of the draft LRTP bicycle routes with members of the City of Memphis Engineering Division to address their questions and concerns.

KHA will evaluate additional transportation alternatives at the direction of the Client for the North Second Street project and for the proposed new Mississippi River Multi-Modal Bridge. The analysis will involve coordination with the Client, the City of Memphis, and the Tennessee Department of Transportation to determine the design alternatives to evaluate. KHA will perform travel model runs for each of the proposed alternatives and will summarize the results for review and comment by the appropriate agency.

**Task 7 – Develop and Evaluate Alternative Strategies**

KHA will define the congestion monitoring network based on existing and committed projects and will apply the congestion management strategies to the 2020 interim year network. Interim year projects using CMS strategy 8 – General Purpose Lanes will be identified to address the congestion. The facility ranking process will be applied to projects identified to determine if they should be included in the plan.

**Task 10 – Future Multimodal Plan and Implementation Strategies**

KHA will revise the financial plan based on additional projects requested by the State of Tennessee and the State of Mississippi subsequent to the completion of the draft financial plan. The financial plan will also be updated to include the latest TIP amendments of the Client.

**Task 12 – Documentation**

KHA will revise the document based on a second set of separate reviews by TDOT and FHWA (Tennessee and Mississippi). The document will be revised to include a separate chapter on the development and operation of the MPO's Travel Demand Model. A short discussion of the results of the Air Quality Conformity Determination will be provided as a new chapter, with the report conducted as part of another project included as an appendix to the LRTP document. An additional section will be included that documents the plan approval by FHWA and TDOT.

**Task 13 – 2028 Long-Range Transportation Plan Update**

KHA will provide additional analysis and documentation to support the MPO's update of the 2028 Long-Range Transportation Plan associated with the gap in SAFETEA-LU compliance.

KHA will prepare for and attend an Interagency Consultation Conference Call to discuss the Gap Analysis conducted by TDOT. KHA will coordinate with the MPO to address questions related to the Congestion Management section of the 2028 LRTP document. KHA will prepare for and attend the FHWA certification review meeting and will provide modeling and documentation as requested by the Client.

#### **Task 14 –Travel Demand Model Training and Providing Model Data**

The services associated with this Task include preparation of the agenda, scheduling, and preparation and attendance for two days of training for MPO staff at the Memphis KHA office in the use of the Travel Demand Model. KHA will host two one-day workshops to cover the development and use of the Memphis model. During model training, the Kimley-Horn team will provide training with the MPO and stakeholder staff to explore different aspects of the model and establish a level of comfort with using the new model. This will include hands-on training, and will include a user's guide to allow for ease of understanding of the details of the model that also will serve as part of the model documentation. The training workshops will review the basics of the model, along with covering examples and scenarios for how to perform different types of analysis, such as zone splitting, alternatives analysis, and model refinement. The agenda for the meeting will be as follows:

##### **Workshop – Day 1**

- Travel Demand Modeling Overview
- Introduction to the Memphis Model
- What the Memphis Model can and can't do
- Running the Memphis Model "Run-all"
- Running the Memphis Model Steps
- Running Multiple Scenarios
- Trip Generation
- Trip Distribution
- Mode Choice/Transit
- Network Assignment/Feedback Loops

##### **Workshop – Day 2**

- Scenario Management
- File Storage
- Model Performance Reporting
- Automated Maps and Reports
- Reporting Measures of Effectiveness
- Viewing/Editing Network and TAZ data
- Model a Widening Project



- Analyze a New Roadway Segment
- Corridor Analysis
- Select Link/Zone Analysis
- Editing TAZ Attributes
- Split/Resize TAZs
- Add/Edit Transit Routes
- Add/Edit Park and Ride Facilities

**Task 15 – Address Review Comments on the Travel Demand Model Development**

KHA will address comments received on the Travel Demand Model received from the Tennessee Department of Transportation (TDOT) in accordance with their new Certification Process. KHA will resolve issues with TDOT's ability to complete model runs with the new Travel Demand Model due to the change in build version of TransCad. KHA will address comments received on the Travel Demand Model from the Memphis Area Transit Authority (MATA) involving transit boarding features. KHA will develop a model use protocol for the Client and will develop a standard agreement for the terms of its use by others.

**Task 16 – Air Quality Modeling for the Shelby County School Bus Retrofit Project**

KHA will perform an off model analysis to determine the air quality impacts of the Shelby County School Bus Retrofit project in accordance with accepted practice of FHWA and EPA. KHA will coordinate with the Tennessee Department of Transportation to determine the level of analysis required. KHA will summarize the initial findings of the analysis and will coordinate with the Client, TDOT, FHWA, and EPA as necessary to determine if the project is exempt from additional requirements for air quality conformity.

**Task 17 – Travel Demand Model Output for the Shelby County Health Department**

KHA will perform additional travel demand model runs to determine specific commuter statistics for use by the Shelby County Health Department. KHA will coordinate with the Health Department to provide information associated with EPA's proposed change in the air quality designation to Moderate.

**Task 18 - Air Quality Conformity Determination and Reporting for the 2030 LRTP**

**Task 18.1 – Data Collection**

KHA will use the current version of the Memphis Travel Demand Model developed for the MPO. This model will be used to obtain vehicle-miles of travel (VMT) by speed, facility type, and area type (rural or urban) for the baseline scenario and each horizon year identified in the interagency conference call. KHA will obtain the latest Mobile 6.2 model input file to be used in the conformity analysis from the MPO.

#### Task 18.2 – Protocols, Kickoff Meeting, and Work Plan

KHA will prepare a Protocol Report detailing the assumptions and data to be used as a part of the analysis. The Protocol Report will be submitted to the Memphis MPO, TDOT, FHWA, and EPA for review and approval prior to proceeding with the air quality analysis. Local data including, but not limited to relative humidity and temperature for use in the Mobile 6.2 model will be obtained from the County and included in this document. KHA will prepare a work plan detailing the proposed schedule of the Air Quality Conformity Determination. KHA will prepare for and attend a pre-analysis consensus meeting and will prepare a memorandum that documents the planning assumptions of the analysis. KHA will finalize the memo, and will attend a meeting to discuss the final review of the document. KHA will also participate in an interagency consultation conference call regarding the air quality analysis.

#### Task 18.3 – Obtain Travel Demand Model Air Quality Results

KHA will procure data from the Memphis MPO that will be required to complete the analysis. This effort assumes no modifications to the travel demand model parameters such as the socioeconomic data. KHA will run the Travel Demand Model to report the data outlined in Task 18.2. The data will be analyzed and transferred to a spreadsheet (Microsoft Excel) format to be used for the air quality analysis.

#### Task 18.4 – Perform Air Quality Analysis

Using the data collected in Tasks 18.1 and 18.2 and the results produced in Task 18.3, KHA will develop daily emission factors for each facility type using the Mobile 6.2 software. Horizon years as defined in the interagency conference call will be used. KHA will develop daily emission estimates for each pollutant required per the pre-consensus plan memorandum by facility type for the forecast years under study.

In the event that the results of the analysis, based on the agreed upon methodologies and input data, yield a result finding that the future year emissions are greater than the baseline thresholds, additional analysis and policy development will be considered additional work and will be provided as an additional service.

#### Task 18.5 – Prepare Air Quality Conformity Determination Report

KHA will document the analysis, findings, and results determined in Task 18.4 in a Conformity Determination Report. This technical memo will be submitted to the Memphis MPO, TDOT, EPA and FHWA for review and comment. Based on one set of combined comments, KHA will revise the Conformity Determination Report and submit a copy of the report to the County for distribution.



**Kimley-Horn Fee Estimate**  
**Memphis Urban Area Long-Range Transportation Plan**  
**Memphis-Shelby County Office of Planning and Development**  
**Supplemental Agreement Number 1**  
**May 15, 2008**

**Summary of Costs**

**Labor Fee**

<b>Task</b>	<b>Description</b>	<b>Fee</b>
Task 2	Community Involvement and Public Engagement	\$28,608.67
Task 3	Public Outreach and Media Campaign	\$7,249.55
Task 4	Assess Existing Conditions and Determine Constraints	\$5,363.84
Task 5	Future Transportation Needs Assessment	\$14,835.49
Task 7	Develop and Evaluate Alternative Strategies	\$5,708.33
Task 10	Future Multimodal Plan and Implementation Strategies	\$6,435.66
Task 12	Documentation	\$44,105.21
Task 13	2028 Long-Range Transportation Plan Update	\$20,710.25
Task 14	Travel Demand Model Training and Providing Model Data	\$4,857.66
Task 15	Address Review Comments on the Travel Demand Model	\$6,566.64
Task 16	Air Quality Modeling for the Shelby County School Bus Retrofit	\$2,410.20
Task 17	Travel Demand Model Output for the Shelby County Health Department	\$1,595.28
Task 18	Air Quality Conformity Determination and Reporting for the 2030 LRTP	\$25,695.66
Total Labor Fee		\$174,142.44

**Direct Expenses**

<b>Item</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Cost</b>
Air Fare	4	\$650.00	\$2,600.00
Lodging and Meals	4	\$152.00	\$608.00
Computer	262	\$25.00	\$6,550.00
Office Expenses (Telephone, Fax, In-house copies, local mileage, etc.)			\$9,142.56
Mailings	850	\$0.42	\$357.00
Supplies for Additional Public Meetings	4	\$100.00	\$400.00
Subtotal - Direct Costs			\$19,657.56
Total Labor and Direct Costs			\$193,800.00

**ACORD™ CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
6/2/08

## PRODUCER

**BB&T Insurance Services, Inc.**  
3318 West Friendly Ave.,  
Ste. 400  
Greensboro, NC 27410

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## INSURERS AFFORDING COVERAGE

## NAIC #

## INSURED

**Kimley-Horn and Associates, Inc.**  
PO Box 33068  
Raleigh, NC 27636

INSURER A: **Lexington Insurance Company****19437**

INSURER B:

INSURER C:

INSURER D:

INSURER E:

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<b>GENERAL LIABILITY</b>				EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXP (Any one person) \$
					PERSONAL & ADV INJURY \$
					GENERAL AGGREGATE \$
					PRODUCTS - COMP/OP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER:				
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
	<b>AUTOMOBILE LIABILITY</b>				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	<b>EXCESS/UMBRELLA LIABILITY</b>				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
					\$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
<b>A</b>	<b>OTHER Professional Liability</b>	<b>3125280</b>	<b>12/09/07</b>	<b>12/09/08</b>	<b>\$2,000,000 Per claim</b> <b>\$2,000,000 Aggregate</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

**MPO Long Range Transportation Plan**

## CERTIFICATE HOLDER

**Shelby County Government**  
Purchasing Department  
160 North Main Street  
Suite 550  
Memphis, TN 38103

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Stuart C Thomas*



## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.